

# REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

This RFQ  is  is not a small Business set-aside

Page 1 of 14

1. REQUEST NO SP4410-07-Q-1011	2. DATE ISSUED 24Jan2007	3. REQUISITION/PURCHASE REQ NO.	4. CERT FOR NAT. DEF. UNDER BDSA REG 2 AND/OR DMS REQ. 1	RATING
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5a. ISSUED BY Defense Reutilization and Marketing Service HDI Federal Center Bldg ATTN: DRMS-PO 74 Washington Ave North Battle Creek, MI 49017-3092	6. DELIVERY BY (Date)
	7. DELIVERY
	<input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule)

5b. FOR MORE INFORMATION CALL (No Collect Calls) 9. DESTINATION See Schedule

NAME Barry R. Mowry	Area Code 269	Telephone 961-7080	a. NAME OF CONSIGNEE
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8. TO	b. STREET ADDRESS
a. NAME	b. COMPANY

c. STREET ADDRESS	c. CITY
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d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE <del>CLOSE-OF-BUSINESS</del> (DATE) <b>8:00 A.M. ET</b> <b>8 Feb 2007</b>	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by Any representations and/or certifications to this Request for Quotations must be completed by the quoter.
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## 11. SCHEDULE (Indicate applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (f)	AMOUNT (f)
	PLEASE SEE ATTACHED BID SCHEDULE AND STATEMENT OF WORK (SOW)				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 Calendar Days (%)	b. 20 Calendar Days (%)	c. 30 Calendar Days (%)	D. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**SECTION B  
 BID SCHEDULE  
 12-MONTH BASE PERIOD**

CLIN	Item Description	Qty	Unit of Issue	Unit Price	Extended Price
0001	Monthly Advanced Replacement Service—CPE 1.2M Fixed System (Part # AR Fx) includes extended warranty and it applies to G2 3000 modem, Secure Terminal Accelerator Remote (STAR), and G2 Feed horn	12	Mths		
0002	Satellite Service for Forward Channel Speed 2.048Mbps, Reverse Channel Speed 512Kbps, Monthly Volume Guarantee 20.7 GB (See 1.3 & 1.4)	12	Mths		
0003	On-Site Maintenance/Repair (See 1.4 & 1.9) DRMO Bagram, Afghanistan (applies to item 0001 and item 0002 – Tachyon 120 cm System and STAR) – Note: Per day amount	3	Day		
0004	Replacement Hardware/Parts (See 1.4 & 1.9)	4	Each	NSP	\$1,000.00
0005	Travel for CLIN 0003 On-Site Maintenance/Repair (See 1.3; 1.4 & 1.9)	TBD	TBD		

**ESTIMATED TOTAL AMOUNT FOR BASE PERIOD:** \_\_\_\_\_

**12-MONTH FIRST OPTION PERIOD**

CLIN	Item Description	Qty	Unit of Issue	Unit Price	Extended Price
0001	Monthly Advanced Replacement Service—CPE 1.2M Fixed System (Part # AR Fx) includes extended warranty and it applies to G2 3000 modem, Secure Terminal Accelerator Remote (STAR), and G2 Feed horn	12	Mths		
0002	Satellite Service for Forward Channel Speed 2.048Mbps, Reverse Channel Speed 512Kbps, Monthly Volume Guarantee 20.7 GB (See 1.3 & 1.4)	12	Mths		
0003	On-Site Maintenance/Repair (See 1.4 & 1.9) DRMO Bagram, Afghanistan (applies to item 0001 and item 0002 – Tachyon 120 cm System and STAR) – Note: Per day amount	3	Day		
0004	Replacement Hardware/Parts (See 1.4 & 1.9)	4	Each		
0005	Travel for CLIN 0003 On-Site Maintenance/Repair (See 1.3; 1.4 & 1.9)	TBD	TBD		

**ESTIMATED TOTAL AMOUNT FOR FIRST OPTION PERIOD:** \_\_\_\_\_

**ESTIMATED TOTAL CONTRACT AMOUNT:** \_\_\_\_\_

## STATEMENT OF WORK (SOW)

**1.0 General.** Contract Commercial Data Satellite Solution, for DRMO Bagram, Afghanistan.

**1.1 Introduction.** Require high speed internet and Internet Protocol (IP) data and voice services for connectivity to link Central Asia, Bagram, Afghanistan Defense Reutilization and Marketing Office (DRMO) to the Defense Reutilization and Marketing Services Automated Information System (DAISY) database located at Battle Creek, MI, and Defense Logistics Agency (DLA) e-mail services through satellite technology.

**1.2 Background.** DLA and DRMO leadership predict mission failure will result without an emergency interim leasing of a data solution until the dedicated Non Secure Internet Protocol Network (NIPRNet) Defense Information Systems Agency (DISA) circuit is delivered.

**1.3 Objectives.** Contractor shall provide the satellite services (Bid Schedule CLIN 0001 and 0002), and in theater on call support (Bid Schedule 0003) with replacement hardware (Bid Schedule CLIN 0004) for reliable data and Voice over Internet Protocol (VoIP) communications.

**1.4 Scope.** The contractor shall furnish satellite services (Bid Schedule CLINs 0001 and 0002), and personnel with replacement hardware (Bid Schedule CLINs 0003 and/or 0004 and/or 0005 when ordered by the Government) for in theater support of an existing Tachyon Satellite System, Fixed Central Processing Equipment (CPE) Configuration (see 1.4.1 Equipment Table) below ITEM 0001 and 0002 located at Bagram, Afghanistan. The contractor shall provide satellite service (Bid Schedule CLINs 0001 and 0002) and a service level agreement (Bid Schedule CLINs 0003 & 0004) for one each twelve (12) month base period, commencing on contract award date, with one (1) each twelve (12) month option periods.

### 1.4.1 Government Equipment Table

ITEM	Item Description	Qty
0001	Tachyon 120 cm Dish incl. G2 feed horn assembly	1
0002	Secure Traffic Accelerator Remote (AF1200) Part Number 002-12601-0001 (Bagram Afghanistan)	1
0003	Cisco 2621 VPN Router and Firewall	1
0004	G2 iDirect 3000	1

The location addresses are as follows:

**DRMO BAGRAM,  
Bagram, AFGHANISTAN**

**POC: CMDR Mark Kern  
DSN 318-731-4694**

**POC: Anthony Horton 269-961-5361 (Stateside)  
DRMS Headquarters  
HDI Federal Center  
ATTN: J6B  
74 WASHINGTON AVE, N**

**BATTLE CREEK, MI 49017****Pri. POC Anthony Horton 269-961-5361 (Stateside)****Alt. POC Mr. Ben Kelly 269-961-7471 (Stateside)****1.5 Place of Performance/Hours of Operation.** Bagram, Afghanistan / 24x7 Hours of Operation.**1.6 Period of Performance.** Duration of this contract is for one (1) each twelve (12) month base period commencing on 1 March 2007, with one (1) each 12 month option period.**1.7 Identification Badges.** If necessary for contractor personnel to access the location (Bagram, Afghanistan), identification badges for contractor employees access shall be the responsibility of the government. The contractor shall contact the Security Officer and arrange for issuance of badges for all appropriate contractor employees.**1.8 Points of Contact.****Contracting Officer's Representative (COR):**

Anthony Horton  
74 N. Washington Ave  
ATTN: DLA--J6B  
Battle Creek, MI, 49017  
Tel: 269-961-7056  
Fax: 269-961-5654  
anthony.horton@dla.mil

**Alternate Contracting Officer's Representative (COR):**

Ben Kelly  
74 N. Washington Ave  
ATTN: DLA-J6B  
Battle Creek, MI, 49017  
Tel: 269-961-7471  
Fax: 269-961-5225  
ben.kelly@dla.mil

**1.9 Maintenance/Repair Services.** The contractor shall provide telephonic consultation for maintenance services as required per CLINs 0001, 0003, 0004, 0005. The contractor shall provide site maintenance/repair services (Bid Schedule CLIN 0003 and/or 0004), as required and when ordered by the Government. This service may be ordered as often as quarterly or less. If ordered by the Government, the Contractor will be required to arrive (Bid Schedule CLIN0005) on site for maintenance of system within 24 hours of notification by the COR. Allowable costs under Bid Schedule CLIN 0005 Travel Costs will be reimbursed in accordance with FAR 31.205-46. Bid Schedule CLIN 0003 payment is a daily rate and based on the actual number of on-site days worked (see note below). The contractor shall not be liable for any repairs needed to be made to the equipment if the equipment is destroyed or damaged as a result of acts of terrorism, wars, insurrections and/or any other cause beyond the reasonable control of the contractor.**Note: Security procedures in Central Asia often require 48 hours notice to get security clearance to the base. Local conditions will dictate response time. Due to Security delays, the charge is not per hour but per day.**

When ordered by the Government, the contractor shall provide replacement/maintenance/repair hardware and/or parts required during the performance of Bid Schedule CLIN 0003. All worn out or deteriorated parts recommended for replacement may, upon request, be physically examined by the COR or designee prior to actual replacement. All worn out or deteriorated parts will be returned to the COR or designee unless, as acceptable, monetary credit is provided the Government by the Contractor. All recommended replacement hardware/parts may be examined when requested by the COR or designee prior to installation. The COR or designee shall approve all replacement hardware/parts that are substituted for replacement parts by the contractor prior to installation. No rebuilt replacement hardware/parts may be used without prior approval of the COR or designee. Replacement hardware/parts damaged by the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the COR or designee. If replacement hardware/parts/supplies are required when performing Bid Schedule CLIN 0003, the contractor shall be reimbursed by the Government for the replacement hardware/parts/supplies under Bid Schedule CLIN 0004. Hardware/parts damaged by the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the KO or designee. A copy of the replacement hardware/parts breakdown to include part number, nomenclature, quantity, and price shall be submitted to the COR or designee for price reasonableness determination. The contractor shall be reimbursed by the Government for the parts/supplies at the contractor's net price as stated on the invoice from the contractor's respective supplier. A copy of the invoice for the parts/supplies shall be submitted to the KO or designee for payment verification.

**1.10 Security.** When CLIN 0003 is ordered by the Government, Contractor personnel seeking entrance to DRMO Bagram will be screened for access. Generally a passport, photo ID, and letter from contractor employees host country indicating no criminal record is required to be presented to base security. The Contractor shall coordinate base camp access for all their employees including host-country and/or third-country national employees with Camp Victory DRMO Chief / COR. The Contractor will be familiar with, and comply with all Base Camp Commander policies regarding security considerations for all their employees including host-country and/or third-country national employees.

All personnel entering U.S. Military bases require proper identification and badging to do so. For work efforts projected under 30-days, the contractor shall provide adequate documentation for each employee to the Contracting Officer Representative (COR) identified in the contract. The information shall include, as a minimum, the person's name, photograph, or copy of passport (third-country nationals, TCN) or current Jentsia (local national Iraqi, LN). Failure of any contractor employee to produce required documentation will result in denied access to the host installation and, if the problem continues, possible grounds for contract termination. Failure to provide proper identification at the Entry Control Point (ECP) is considered a contractor-caused delay and can result in increased costs to the contractor. No additional delivery time is afforded for failure to provide proper identification at the ECP. *Contracts with Periods of Performance (POP) < 30-days.* Contractor personnel may be escorted onto the host installation daily by the COR (or COR-designated representatives) for services, under visitor passes each day during POP. Contractors are encouraged to pursue MNF-I badging per below instructions.

*Contracts with Periods of Performance (POP) > 30-days.* All contractor employees must apply for MNF-I badge; it is best for contractors to have employees badged prior to period of performance (i.e., propose employees previously badged for prior contracts on U.S. bases in Afghanistan). Contractor completes "Applicant Section A" of the form provided at the Attachment A (one form for each employee w/out a badge), submits all completed forms to the COR, and schedules an appointment (thru the COR) for all personnel to report to Communications Bunker for biometric screening. COR processes application forms through the Base Defense Operations Cell (BDOC) by completing Sections B & C, schedules/escorts contractor personnel for screening, and receives/disseminates approved badges when they return from processing. Allow one-month for processing of badges. Once contractor employees are badged, the status of their badge approved will determine

whether or not each individual employee has unescorted or escorted access on the host installation. Escort Requirement. In order to gain access to any military installation, contractor's local national (LN) and third-country national (TCN) employees without non-escort privileges will require escort by personnel with "escort authorization." Contractors with business on the base will coordinate with the sponsoring activity COR no later than 24-hours in advance of link-up time and date to meet at the main gate/entrance each workday for such employees to be escorted inside the military compound by U.S. military personnel - i.e., the COR or the COR's designated representative(s). The escort-authorized sponsoring organization personnel who escort their contractors onto the host installation must escort them back off of the host installation each day NLT 1600. Contractor's can pursue MNF-I badging through the COR identified in the contract.

Failure of contractor to provide personnel able to be properly badged is grounds for contract default.

## **2.0 Definitions & Acronyms**

**2.1 Definition.** The Tachyon Satellite System - Fixed CPE configuration (see 1.4.1 Government Equipment Table) consists of a 120cm dish antenna with G2 feed Horn Assembly, G2 3000 Modem and Secure Traffic Accelerator (AF1200), at the DRMO located at Bagram, Afghanistan. The DRMO Bagram Tachyon system has a 2.048 Megabit download rate with an upload rate of 512 Kilobits. Service shall be set at 20,700 Megabits (2.7 Gig) of traffic per month. If this limit is exceeded then the Contractor shall notify the COR to request the limit to be raised. The antenna itself is secured in such a manner as that the typical sandstorm shall not reposition the dish rendering it unusable.

## **2.2 Acronyms. None**

## **3.0 Government Furnished Items. None**

**4.0 Procedures for Payment.** Billing and payment shall be accomplished in accordance with the contract. The contractor's invoices will be for one month for services performed in the previous month. Contractor invoices must include the information required by Federal Acquisition Regulation (FAR) 52.212-4(g). Clause may be accessed on the Internet at <http://farsite.hill.af.mil/vfdfara.htm>. The contractor shall submit an original and one copy of invoice(s). The contractor shall have the invoice certified by the COR. Original invoice and copy shall be submitted for payment processing to Defense Logistics Information Service, ATTN: DES-WRF, Federal Center, 74 North Washington Avenue, Battle Creek, Michigan 49017. Upon certification, DES will submit invoice to the Defense Finance and Accounting Office (DFAS) for payment. All payments will be made in accordance with the clause entitled Prompt Payment, FAR 52.232-25.

**5.0 Acceptance and Correction of Work.** All work performed/service provided under this contract shall be subject to the acceptance of the COR or designee. If performance is found to be unsatisfactory, and not in accordance with the requirements of this contract, the contractor shall begin correcting the unsatisfactory work/service as soon as possible, but not later than the first three (3) hours of the following regularly scheduled U.S. Government workday. Rework performed is at the expense of the contractor.

**6.0 Contract Award.** The resulting contract will be a firm-fixed priced contract. Award will be made based on the lowest total contract amount. Offeror quotes determined to be responsive and responsible will be evaluated on the total contract price. Award will be made on the quote which best conforms to the terms and conditions of this solicitation.

**7.0 Quote Submission.** Offeror's are required to submit a completed bid schedule; completed FAR 52.212-3, completed DFAR 252.212-7000 with their quote package. Copies of the FAR and DFAR clauses may be accessed on the Internet at <http://farsite.hill.af.mil>. Offeror Representations and Certifications – FAR 52.212-3 may be completed electronically at Online Representations and Certifications Application (ORCA) at <https://orca.bpn.gov/>. After on-line completion, offerors shall either print them off and submit them with offer, or include a notice with their offer that this has been done. Quotes are to be received no later than 8:00 a.m. Eastern Time on 8 February 2007. Quotes will be received via e-mail at [barry.mowry@dla.mil](mailto:barry.mowry@dla.mil) or by facsimile at (269) 961-4474 Attention Barry Mowry, Contracting Officer.

## CLAUSES/PROVISIONS

### FEDERAL ACQUISITION REGULATION (FAR)

CLAUSES INCORPORATED BY REFERENCE - FAR 52.252-2 (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address <http://farsite.hill.af.mil/vfdfara.htm>

#### 1. INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS - FAR 52.212-1 (SEP 2006)

In paragraph (b) the following clause applies: (11)

In paragraph (c) the Offeror agrees to hold prices for 45 days in lieu of 30 days.

#### 2. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS – FAR 52.212-3 (NOV 2006).

#### 3. CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS FAR 52.212-4 (SEP 2005)

#### 4. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS FAR 52.212-5 (NOV 2006)

In paragraph (b) the following clauses apply: (15) (26) (31)

In paragraph (c) the following clauses apply: None

#### 5. OPTION TO EXTEND THE TERM OF THE CONTRACT - FAR 52.217-9 (MAR 2000)

a) Fill in is: 7 days prior to the end of the current period of performance  
Fill in is: 14 days before the contract expires

c) Fill in is: 24 months total duration

#### 6. CENTRAL CONTRACTOR REGISTRATION - FAR 52.204-7 (JUL 2006)

#### 7. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES - FAR 52.225-13 (FEB 2006)

8. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT - FAR 52.225-14 (FEB 2000)
9. WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - FAR 52.228-3 (APR 1984)
10. WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS - FAR 52.228-4 (APR 1984)
11. TAXES - FOREIGN FIXED-PRICE CONTRACTS – FAR 52.229-6 (JUNE 2003)
12. PROTEST AFTER AWARD - FAR 52.233-3 (AUG 1996)
13. CLEANING UP - FAR 52.236-12 (APR 1984)
14. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION - FAR 52.237-2 (APR 1984)
15. GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) - FAR 52.245-4 (JUN 2003)
15. AUTHORIZED DEVIATIONS IN CLAUSES 52.252-6 - FAR (APR 1984)

**DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS)**

1. CONTRACTING OFFICER'S REPRESENTATIVE - DFARS 252.201-7000 (DEC 1991)
2. DISCLOSURE OF INFORMATION – DFARS 252.204-7000 (DEC 1991)
3. ORAL ATTESTATION OF SECURITY RESPONSIBILITIES – DFARS 252.204-7005 (NOV 2001)
4. DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY - DFARS 252.209-7001 (OCT 2006)
5. DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT. – DFARS 252.209-7002 (JUN 2005)
6. SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY - DFARS 252.209-7004 (MAR 1998)
7. OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS – DFARS 252.212-7000 (JUN 2005)
8. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS – DFARS 252.212-7001 (NOV 2006)
9. COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) - DFARS 252.222-7002 (JUN 1997)
10. COMBATING TRAFFICKING IN PERSONS – DFARS 252.222-7006 (OCT 2006)

11. CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES - DFARS 252.225-7040 (JUN 2006)
12. CORRESPONDENCE IN ENGLISH – DFARS 252.225-7041 (JUN 1997)
13. ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES - DFARS 252.225-7043 (MAR 2006)
14. REIMBURSEMENT FOR WAR-HAZARD LOSSES - DFARS 252.228-7000 (DEC 1991)
15. CAPTURE AND DETENTION - DFARS 252.228-7003 (DEC 1991)
16. TAX RELIEF - DFARS 252.229-7001 (JUN 1997)
17. ASSIGNMENT OF CLAIMS (OVERSEAS) - DFARS 252.232-7008 (JUN 1997)
18. CHOICE OF LAW (OVERSEAS) - DFARS 252.233-7001 (JUN 1997)
19. PRICING OF CONTRACT MODIFICATIONS – DFARS 252.243-7001 (DEC 1991)

#### **OTHER**

1. CRIMINAL JURISDICTION OVER CIVILIANS EMPLOYED BY OR ACCOMPANYING THE ARMED FORCES OUTSIDE THE UNITED STATES, CERTAIN SERVICE MEMBERS, AND FORMER SERVICE MEMBERS. DoD INSTRUCTION 5525.11

[http://www.dtic.mil/whs/directives/corres/pdf/i552511\\_030305/i552511p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/i552511_030305/i552511p.pdf)

The contractor on this contract shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. Questions concerning the applicability of this clause should be directed to the contracting officer. The term contractor includes subcontractors at any tier for purposes of this clause. The above notification will be as follows:

“Notification: Under the “Military Extraterritorial Jurisdiction Act” (MEJA (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Iraqi theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Iraq or Iraqi Nationals. The law also applies to individuals accompanying a contractor for the US armed forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See DoD Instruction

5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.”

## 2. CONTRACTORS ON THE BATTLEFIELD FM 3-100.21

[http://www.osc.army.mil/gc/files/fm3\\_100x21.pdf](http://www.osc.army.mil/gc/files/fm3_100x21.pdf)

## 3. MISSION ESSENTIAL

The contractor is not performing a “mission essential task” as defined:

A Mission Essential Task (MET) is "a task expanded on from an accepted universal task list as a fundamental requisite for the performance or accomplishment of an organization’s assigned mission. An organization should have a limited number of METs (AFDD 1-1, 1998, p 1). While all tasks performed in each Service are important, most are performed to support or enable the essential tasks that are the reasons each particular organization exists.

## 4. TRAFFICKING IN PERSONS PROHIBITION

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Title 22, United States Code, Section 7102, defines “severe forms of trafficking in persons” as “the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.”

All contractors are reminded of the provisions of Title 22, United States Code, Section 7104(g), that requires the President of the United States to ensure that any contract entered into by a Federal department or agency with a contractor, shall include a condition authorizing the department or agency to terminate the contract, without penalty to the United States Government, if the contractor or any subcontractor (i) engages in severe forms of trafficking in persons, or (ii) uses forced labor in the performance of the contract.

**BASED UPON THIS AUTHORITY, THIS CONTRACT MAY BE TERMINATED BY THE GOVERNMENT, WITHOUT PENALTY TO THE GOVERNMENT, IF THE CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS AT ANY TIER, ENGAGES IN SEVERE FORMS OF TRAFFICKING IN PERSONS, OR, USES FORCED LABOR IN THE PERFORMANCE OF THE CONTRACT. “WITHOUT PENALTY” MEANS THAT THE CONTRACT MAY BE TERMINATED FOR DEFAULT/CAUSE. THIS PROVISION DOES NOT JUST APPLY TO CASES OF WITHHOLDING PASSPORTS, BUT TO ANY AND ALL FORMS OF HUMAN TRAFFICKING, PROPAGATION OF INHUMANE LIVING CONDITIONS, AND VIOLATION OF ANY OF THE PROVISIONS OF THIS SPECIAL CONTRACT REQUIREMENT. VIOLATION OF THESE PROVISIONS WILL ALSO SUBJECT OFFENDING CONTRACTORS TO SUSPENSION, DEBARMENT, AND BEING BANNED FROM GOVERNMENT INSTALLATIONS.**

Discussion of particular laws and statutes does not relieve the contractor from complying with all applicable laws and statutes, whether mentioned in this contract or not, including all United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, and those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 USC 3261-3267) and 18 USC 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable.
- 5) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

## 5. PASSES FOR ENTRY INTO MILITARY PREMISES DRMS (DEC 2006)

All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract. Installation access requirements can vary between installations and the exact requirements for submitting identification papers, passports, background checks, etc. will be provided after award of the contract.

Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of

private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the following information: Installation access requirements can vary between installations and the exact requirements for submitting permits, licenses, insurance documents and driver identification will be provided after contract award.

The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving the installation.

Citizens from the following designated countries (passport holders) are not authorized access to U.S. military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen, and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina).

The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

Force Protection. U.S. military installations in Iraq operate in a war zone, thereby stringent force protection measures are in place to safeguard Coalition Forces, Iraqi, and contractor personnel and equipment operating on, from, and around those bases. Contractors operating on these bases must abide by all force protection measures identified in the clear (i.e., unclassified and published standards) and provided by the COR, to include: gate entry procedures, equipment permitted/not permitted on the bases, escort requirements, etc. Failure of any contractor employee(s) to follow any published and unclassified Force Protection policy or procedure can be construed as so egregious as to lead to termination for default without ability to repair; i.e., United States Government (USG) will follow procedures according FAR Part 49, immediately issuing a STOP WORK and Notice of Termination w/out issuance of Cure Notice or Show Cause (similar to when a contractor's failure to make delivery after period of performance on contract expires). Similarly, contractor's rightfully terminated for default will not be entitled to termination proposal settlements and can be liable for the USG's re-procurement costs and further damages.

#### 6. PROHIBITION OF SERVICES ON U.S.GOVERNMENT PREMISES DRMS (DEC 2006)

The contractor shall dispose of any garbage or trash resulting from contract performance in a proper manner off the installation. However, all reference to the USG must be removed on any discarded items.

#### 7. PUBLIC AFFAIRS COORDINATION DRMS (DEC 2006)

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

#### 8. FORCE PROTECTION IN A CONTINGENCY OPERATION

The U.S. Military will not be liable for any injury or accident under this contract. The contractor will be responsible for all *medical situations*, transportation, and costs should they arise.

The contractor is entitled to U.S. Military assistance in an *emergency medical care situation* in case of loss of life, limb, eyesight, or other injury that requires immediate emergency care. In such instances the US Military may provide emergency medical care and assist with transportation to the appropriate medical facility designated by the U.S. Military as capable of handling the patient's needs.

Under current Department of Defense policy, DoD has no legal obligation for protection of DoD contractors or contractor employees except in the case of approved military transport and while the contractor is on U.S. installations for the performance of this contract.

Contractors will be required to comply with any force protection guidance or requirements that may be forthcoming (i.e., contractors will be required to comply with CO guidance on matters of force protection. This may include such measures as background screening for contractor personnel, unique uniforms or identification, or requirements limited access to U.S. installations or vessels to those accompanied by a U.S. Government employee).

If the contractor considers a situation exists which constitutes an unsafe environment due to regional hostilities, they shall inform the Contracting Officer (KO) and COR to negotiate either an appropriate extension to the period of performance, for an appropriate reduction in price, or U.S. Government provided security until a safe environment can be reestablished. The contractor personnel shall comply with all U.S. Government regulations regarding security procedures, wearing of badges, access lists, and safety procedures.

The contractor is authorized to request no-cost military transport to include international MILAIR for personnel transport to and among the installations served under the contract on a space available basis. Should military transport not meet the timeframes for contract performance, the contractor is required to make other transportation arrangements that satisfy the contract performance requirements.

## 9. CONTRACTOR AMENITIES AT U.S. INSTALLATIONS

The U.S. Government does not guarantee that the contractor, his employees, or his subcontractors will have access to housing, meals, or laundry facilities at all sites requiring services to be performed under the contract. It is up to the contractor to request such amenities through the COR. Due to the changing requirements of each site it should be noted that any amenities allowed may change from day to day. Amenities may be granted subject to DFARS 252.225-7040.

## 10. PRIME CONTRACTOR CONTINGENCY RESPONSE CAPABILITY

The character of the mission in the theater of operations covered by this contract requires the contractor to have the ability to be responsive to unforeseen immediate and urgent circumstances should they arise. (i.e. including but not limited to: accident, injury or illness of key contractor personnel, on site contractor personnel refusal of access to military facilities (to include Base Support Contractor facilities) or negligence on the part of contractor personnel. These situations will require the ability of the prime contractor to respond with experienced and qualified personnel, and/or equipment to the work site(s) immediately if the situation warrants or within 24 hours of notification by the COR to ensure the successful completion of the mission. Successful execution of the contract will require that knowledgeable personnel be readily available to the contractor's onsite personnel as well as the Contracting Officer, by phone or other reliable communications device.

## 11. CORRESPONDENCE IN ENGLISH

DRMS-PMG (NOV 1996)

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

## 12. MINIMUM INSURANCE REQUIREMENTS

DRMS-PMG (NOV 1996)

Pursuant to clause 52.228-3 and 52.228-4, the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - both are included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

- (1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country;
- (2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country;
- (3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and
- (4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

Before commencing work under this contract, the contractor shall certify to the contracting officer in writing and provide photocopies of documentation, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverages. Further, the contractor shall ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

The contractor shall provide immediate written notice to the contracting officer of any material change that effects the protection afforded under the above policies, and shall provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

# MNF-I ACCESS BADGE APPLICATION FORM V3.0

Print or copy this form two sided. Complete form in English (neat, hand written print or typed). Forms which are not legible or are in cursive are not accepted.

## **SPONSOR SECTION B:** (MNF-I, embassy personnel or coalition contractors, selected IIG officials; cannot be same person as Requesting Official)

Last name: \_\_\_\_\_ First name \_\_\_\_\_ Middle name: \_\_\_\_\_ Rank / Grade or equiv: \_\_\_\_\_

Unit/organization: \_\_\_\_\_ Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

*I hereby certify that this applicant is trustworthy and genuinely requires access to the installation in order to complete official business on a regular basis. Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I understand that I am responsible for scheduling the applicant's badging appointment and escorting (or coordinating escort for) the applicant to the badge office to get his/her badge when the applicant does not otherwise have access.*

Signature \_\_\_\_\_ Date: \_\_\_\_\_

## **REQUESTING AUTHORITY SECTION C:** Recommended badge, access, and expiration must be clearly marked. .

Last name: \_\_\_\_\_ First name \_\_\_\_\_ Middle name: \_\_\_\_\_ Rank/Grade or equiv: \_\_\_\_\_

Unit/organization: \_\_\_\_\_ Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

**Recommended badge:** Blue Green Brown Yellow Orange Red Purple None (disapprove)  
*If badge type is exception to MNFI Badge policy, attach justification.*

**Recommended Installation Access:** Installation Name \_\_\_\_\_  
*If Iraq-wide access is exception to MNFI Badge policy, attach justification.*

**Expiration Date:** \_\_\_\_\_ **Orders Number or Contract Number:** \_\_\_\_\_ **Type ID shown for Brown:** \_\_\_\_\_

**Access Controls:** Lane Access:  Military  Priority  Regular **Personal Search:**  Yes  No  Random

**Vehicle Search:**  Yes  No  Random **Weapons Card Required:**  Yes  No **Escort Privilege:**  Yes  No

**Facilities Access:** D (DFAC)  G (GYM)  B (BILLETING)  P (PX)  M (MWR)  H (Medical)

**LEP Screening Attached**  Yes  No **Recommended Access**  Yes  No

*I certify that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I have determined that this applicant genuinely requires access to the installation in order to complete official business on a regular basis, and recommend the level of access indicated pending the outcome of further screening procedures.*

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Photo copied signatures will not be accepted.

## **SECURITY SECTION D: (IF APPLICABLE)**

**Recommended badge:** Blue Green Brown Yellow Orange Red Purple None (disapprove)

**Recommended Installation Access:** Installation Name \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

Remarks: \_\_\_\_\_

Verified by: Printed Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPROVAL AUTHORITY SECTION E:** Recommended badge, access, and expiration must be clearly marked..

**Approved badge:** Blue Green Brown Yellow Orange Red Purple None (disapprove)

**Approved Installation Access:** Installation Name \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Access Controls:** Lane Access:  Military  Priority  Regular **Personal Search:**  Yes  No  Random

**Vehicle Search:**  Yes  No  Random **Weapons Card Required:**  Yes  No **Escort Privilege:**  Yes  No

**Facilities Access:** D (DFAC)  G (GYM)  B (BILLETING)  P (PX)  M (MWR)  H (Medical)

PRINTED NAME, GRADE, POSITION \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## **BADGING SECTION F:**

Processed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Biometric Results:  Negative Results **Date:** \_\_\_\_\_  Derogatory Information \_\_\_\_\_



## MNFI ACCESS BADGE APPLICATION FORM V3.0

Print or copy this form two sided. Complete form in English (neat, hand written print or typed). Forms which are not legible or are in cursive are not accepted.

**APPLICANT SECTION A (COMPLETE ALL SHADED AREAS):** New Request [ ] Renewal [ ]Rank / Grade or Civilian Equivalent: \_\_\_\_\_ Title / Position: \_\_\_\_\_  
الرتبة أو الدرجة الوظيفية \_\_\_\_\_ المنصب الوظيفي \_\_\_\_\_Family/Tribal Name: \_\_\_\_\_ First Name: \_\_\_\_\_ 1<sup>st</sup> Middle(father's) Name: \_\_\_\_\_  
لقبيلة/ الأسرة \_\_\_\_\_ الاسم الأول \_\_\_\_\_ اسم الأب \_\_\_\_\_2<sup>nd</sup> Middle(grandfather's) Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Nationality: \_\_\_\_\_ Aliases: \_\_\_\_\_  
الاسم الجد \_\_\_\_\_ تاريخ الميلاد \_\_\_\_\_ الجنسية \_\_\_\_\_ الاسم المستعار \_\_\_\_\_City/Country of Birth: \_\_\_\_\_ Race: \_\_\_\_\_ Marital Status: \_\_\_\_\_ Eye Color: \_\_\_\_\_  
مكان الولادة \_\_\_\_\_ القومية \_\_\_\_\_ الحالة الزوجية \_\_\_\_\_ لون العينين \_\_\_\_\_Hair Color: \_\_\_\_\_ Blood Type: \_\_\_\_\_ Gender: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
لون الشعر \_\_\_\_\_ فصيلة الدم \_\_\_\_\_ الجنس \_\_\_\_\_ الطول \_\_\_\_\_ الوزن \_\_\_\_\_Scars, Marks, Tattoos: \_\_\_\_\_ Iraqi ID card number: \_\_\_\_\_  
العلامات الفارقة والوشم \_\_\_\_\_ رقم هوية الاحوال المدنية \_\_\_\_\_Verifying Document Type (Gov't ID, Passport): \_\_\_\_\_ Issuing State/Country/Agency: \_\_\_\_\_  
الوثائق الثبوتية \_\_\_\_\_ جهة الاصدار (الدولة او الوكالة) \_\_\_\_\_Passport/Document number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
رقم جواز السفر \_\_\_\_\_ الرقم الشخصي \_\_\_\_\_Current residence address (street address, apartment number): \_\_\_\_\_  
العنوان الحالي ( الشارع , رقم الدار ) \_\_\_\_\_Neighborhood: \_\_\_\_\_ City: \_\_\_\_\_  
المحلة \_\_\_\_\_ المدينة \_\_\_\_\_State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Current Telephone number: \_\_\_\_\_  
المحافظة \_\_\_\_\_ البلد \_\_\_\_\_ رقم الهاتف \_\_\_\_\_Previous Address(s) if current less than 5 years (most current first): \_\_\_\_\_  
العنوان او العناوين السابقة ( اذا كانت مدة المكوث تقل عن خمسة سنوات). اذكر العنوان الأخير اولا \_\_\_\_\_Employer/Organization: \_\_\_\_\_ Current military branch of service: \_\_\_\_\_  
صاحب العمل \_\_\_\_\_ صنف الخدمة العسكريه \_\_\_\_\_Employer telephone number: \_\_\_\_\_  
هاتف صاحب العمل \_\_\_\_\_Employer address (street, apartment number): \_\_\_\_\_  
عنوان صاحب العمل ( الشارع , رقم الدار ) \_\_\_\_\_Employer neighborhood: \_\_\_\_\_ Employer city: \_\_\_\_\_  
محلة صاحب العمل \_\_\_\_\_ مدينة صاحب العمل \_\_\_\_\_Employer state/province: \_\_\_\_\_ Employer country: \_\_\_\_\_  
محافظة صاحب العمل \_\_\_\_\_ بلد صاحب العمل \_\_\_\_\_Reason for requesting access: \_\_\_\_\_  
سبب طلب الدخول \_\_\_\_\_Days of the week and times access is required: \_\_\_\_\_  
الأيام والأوقات من الأسبوع المطلوبه للدخول \_\_\_\_\_Months access is required: \_\_\_\_\_  
الشهور المطلوبه للدخول \_\_\_\_\_Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.  
تحت جزاءات القانون , أصرح بانني فحصت هذه الاستماره ويعلمي أن كل المعلومات الموجوده فيها صحيحه وكاملهApplicant signature: \_\_\_\_\_ Date: \_\_\_\_\_  
توقيع صاحب الاستماره \_\_\_\_\_ التاريخ \_\_\_\_\_**CONTRACTORS ONLY:**

للمتعاقدین فقط

Project name: \_\_\_\_\_ Contract number: \_\_\_\_\_  
اسم المشروع \_\_\_\_\_ اسم المتعاقد \_\_\_\_\_

Contract expiration date: \_\_\_\_\_